THE HONOURABLE SRI JUSTICE SAMUDRALA GOVINDARAJULU

SECOND APPEAL NO.742 OF 1991

JUDGMENT:

The point involved in this second appeal is on interest awarded on the suit amount by the Courts below. The suit is for recovery of money based on chit transaction run by the defendants. While decreeing the suit, the trial Court granted decree for the suit amount together with interest at the contractual rate. When the defendants 3 to 5 filed appeal in the lower appellate Court, the lower appellate Court specified the rate of interest without leaving the rate unspecified as was done by the trial Court. It cannot be said that there was no appeal against rate of interest. The defendants 3 to 5 who filed the appeal in the lower appellate Court took a specific ground in the memorandum of grounds of appeal and paid Court fees on the memorandum of appeal for the amount covered by interest also. Therefore, the lower appellate Court is justified in making clarification with regard to interest payable as 2.25% per annum and not 2.25% per month. Contractual rate means not what is there in the pamphlet or brochure, but what was there in the contract signed between the plaintiff and the first defendant.

Except the above question, no other substantial question of law is raised either in grounds of second appeal much less

framed by this Court at the time of ordering notice on this second appeal to the respondents. I find that no substantial question of law arises for determination in this second appeal. The decision of the lower appellate Court is proper and legal.

In the result, the second appeal is dismissed with costs.

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SAMUDRALA GOVINDARAJULU, J

20th March, 2013.
Dv/Rns